

Belvedere:
Jerry Butler

May 26, 2005

Corte Madera:
Melissa Gill

TO: Transportation Authority of Marin Commissioners

Fairfax:
Lew Tremaine

RE: Proposed Funding Agreement with the Metropolitan Transportation Commission and Professional Services Agreement with Wilbur Smith Associates Related to Preparation of a Community-Based Transportation Plan for the Canal Neighborhood of San Rafael – Agenda Item 11

Larkspur:
Joan Lundstrom

Dear Commissioners:

Mill Valley:
Dick Swanson

Novato:
Pat Eklund

Ross:
Tom Byrnes

San Anselmo:
Peter Breen

San Rafael:
Al Boro

Sausalito:
Amy Belser

Tiburon:
Alice Fredericks

County of Marin:
Susan Adams
Hal Brown
Steve Kinsey
Charles McGlashan
Cynthia Murray

The Community-Based Transportation Planning (CBTP) program was created by the Metropolitan Transportation Commission (MTC) to advance the findings of two MTC reports completed as part of the *2001 Regional Transportation Plan* (RTP) update. The *Lifeline Transportation Network Report* identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area, and recommended community-based transportation planning as a first step to address these needs. Likewise, the *Environmental Justice Report* for the 2001 RTP also identified the need for MTC to support local planning efforts in low-income communities throughout the region.

Last year, MTC launched a successful pilot program in five different economically disadvantaged communities throughout the Bay Area and State Transit Assistance funding totaling \$60,000 has been set aside this year by MTC for allocation to TAM to prepare a CBTP for the Canal Neighborhood of San Rafael. (MTC also has identified the community of Marin City as eligible for this program and a likely recipient of funds in the next budget allocation phase.)

The CBTP program is designed to be a collaborative process involving residents of low-income and minority communities, community and faith-based organizations that provide services within these communities, transit operators, county congestion management agencies, and MTC. Each planning process involves a significant community outreach component to engage the direct participation of residents. The outcome of the planning process is a CBTP that includes locally identified transportation needs, as well as solutions to address them. Solutions may include: capital improvements, such as access improvements, bus stops, benches, shelters; expanded fixed-route transit; or other transportation services, such as shuttles, bicycle options, or auto-oriented alternatives. Funding opportunities are explored to support the solutions, and an outline for an action plan to implement them is developed.

Following the completion of a plan, results will be forwarded to applicable transit and local agencies, MTC, or other relevant boards for consideration in future planning, funding, and implementation discussions or proposals, such as countywide expenditure plans, RTP updates, etc.

MTC Funding Agreement and Scope of Work – As a first step in the process, the TAM Board needs to authorize the Executive Director to execute a funding agreement with MTC and its associated scope of work for the Canal Neighborhood CBTP planning process. MTC and TAM staff worked together, along with a Technical Advisory Committee comprised of representatives from the City of San Rafael, Golden Gate Transit, Marin County Health & Human Services, the Pickleweed Community Center, and the Canal Welcome Center, to develop the scope of work attached to the proposed draft MTC Funding Agreement (see Attachment 1) with the following goals:

- 1) Analysis and confirmation of recommended revisions to the Lifeline Transit Routes and service gaps identified for the Canal Neighborhood of San Rafael in the *Lifeline Transportation Network Report*
- 2) Identification and prioritization of the most critical operational and physical transportation gaps to be addressed in the Canal Neighborhood of San Rafael, as recommended by a community-based stakeholder committee
- 3) Identification of potential gaps that are best met through the provision of additional fixed-route and demand-response services
- 4) Identification of other strategies and solutions to address the gaps

Wilbur Smith Associates Professional Services Agreement – In December 2004, TAM released a Request for Qualifications from qualified consultants to provide on-call support services related to TAM's Work Program. Eleven qualification statements were received. Utilizing a review panel comprising TAM staff, local City representatives, and an experienced Bay Area Transportation Agency representative, in February 2005 a short list of three consulting firms plus two individual public outreach firms were selected for interviews. Based on the qualification statement and subsequent interviews, the consulting team lead by Nolte Associates, Inc. was selected by the review panel as the most qualified firm. The firm of Wilbur Smith Associates (WSA) was included in the Nolte team for preparation of CBTPs in both the Canal Neighborhood of San Rafael and Marin City. Accordingly, WSA will provide services to deliver the CBTP scope of work developed by MTC and TAM staff with the Technical Advisory Committee at a not-to-exceed cost of \$54,000 (10% of the MTC funds, or the remaining \$6,000, will be applied towards TAM staff administration costs). To maximize community participation in the process and meet a requirement of MTC, WSA has teamed up with the Marin Grassroots Leadership Network, a community-based organization, to enhance communications and meeting facilitation during the process.

Recommendation – Staff recommends that TAM:

1. Authorize the Executive Director to execute the CBTP Funding Agreement with MTC; and
2. Subject to final approval of the CBTP Funding Agreement by MTC, authorize the Chair to execute the Professional Services Agreement with Wilbur Smith Associates for an amount not to exceed \$54,000.

Respectfully Submitted,

Craig Tackabery
Executive Director

Attachments:

1. Proposed Funding Agreement with MTC
2. Proposed Professional Services Agreement with Wilbur Smith Associates

F:\CMAV\PDFtemp for 5-26\11. Proposed Funding Agreement with MCT.doc

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FUNDING AGREEMENT
BETWEEN METROPOLITAN TRANSPORTATION COMMISSION
AND THE TRANSPORTATION AUTHORITY OF MARIN
FOR PLANNING ASSISTANCE

THIS AGREEMENT is made and entered into as of the 29th day of April 2005, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the Transportation Authority of Marin (herein called "RECIPIENT").

W I T N E S S E T H

WHEREAS, MTC has adopted Resolution No. 3440 to establish program guidelines to implement a Community-Based Transportation Planning Program (CBTP); and

WHEREAS, CBTP program guidelines serve as a blueprint for CBTP implementation; and

WHEREAS, five community-based transportation plans were successfully completed in the pilot phase of the program; and

WHEREAS, MTC will complete plans in all remaining communities identified in the program guidelines; and

WHEREAS, RECIPIENT has agreed to participate in the CBTP program by creating a Community-based Transportation Plan for the Canal District of San Rafael ("the Project"); and

WHEREAS, MTC has agreed to provide funding for this planning effort with Transportation Development Act (TDA) Regional Discretionary funds, and has programmed TDA funds in FY 2004-2005 to fund this program;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

RECIPIENT agrees to perform, or to engage a consultant to perform, the Project activities described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference as though set forth in full. RECIPIENT agrees, in addition, to provide all necessary staff support to deliver the activities in Attachment A.

2. TIME OF PERFORMANCE

The activities funded by this Agreement shall commence on or after April 29, 2005 and RECIPIENT shall complete them by September 30, 2006, unless earlier terminated as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

A. MTC agrees to provide RECIPIENT up to sixty thousand dollars (\$60,000) from TDA funds for the purpose of funding the Project described in Attachment A.

B. Payment to RECIPIENT shall be due upon acceptance of the project deliverables and/or milestones set out in Attachment A. The amount due upon acceptance by MTC's Project Manager of Deliverable #1b, Final Project Budget and Schedule, as described in Attachment A, is five thousand dollars (\$5,000). Following such acceptance, this agreement shall be modified to incorporate amounts to be paid to RECIPIENT per deliverable or milestone.

C. Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager. RECIPIENT shall deliver or mail invoice to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 – 8th Street
Oakland, CA 94607-4700

D. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under this Agreement exceed the sum of \$60,000.

4. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

6. RECORDS AND AUDITS

RECIPIENT shall retain all documents, working papers, records, accounts and other materials relating to its performance under this Agreement for four years following the fiscal year of the last expenditure under this Agreement, and MTC and its authorized representatives may inspect and audit such records during that period of time.

7. MEETINGS

RECIPIENT agrees to define MTC as a member of the Technical Advisory Committee, and invite MTC to participate in all meetings held in connection with this project, including public meetings and project stakeholder meetings.

8. IDENTIFICATION OF DOCUMENTS

RECIPIENT will ensure that all documents related to the project including meeting notices and reports state that the project is funded by the Metropolitan Transportation Commission.

9. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC: Attention: Therese Knudsen
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700

To RECIPIENT: Attention: Craig Tackabery
Transportation Authority of Marin
P.O. Box 4186
San Rafael, CA 94913-4186

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of
the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

TRANSPORTATION AUTHORITY OF
MARIN (TAM)

Steve Heminger, Executive Director

Craig Tackabery, Executive Director

ATTACHMENT A
COMMUNITY-BASED TRANSPORTATION PLAN
CANAL NEIGHBORHOOD, SAN RAFAEL
SCOPE OF WORK

Background

The goal of Metropolitan Transportation Commission's (MTC) Community-Based Planning Program is to advance the findings of two reports completed for the 2001 Regional Transportation Plan (RTP) update. The Lifeline Transportation Network Report identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area, and recommended community-based transportation planning as a first step to address them. Likewise, the Environmental Justice Report for the 2001 RTP also identified the need for MTC to support local planning efforts in low-income communities throughout the region. To initiate the program, MTC adopted Community-based Transportation Planning (CBTP) program guidelines in 2002 to serve as a blueprint for implementation. Following the adoption of the guidelines, MTC launched a pilot program in five counties that was completed in 2004. Based on the positive results of the pilot, MTC will continue to implement community-based transportation planning in the remaining communities identified in the program guidelines.

The CBTP program is a collaborative process involving residents of low-income and minority communities, community and faith-based organizations that provide services within these communities, transit operators, county congestion management agencies (CMAs), and MTC. Each planning process involves a significant community outreach component to engage the direct participation of residents. The outcome of the planning process is a community-based transportation plan that includes locally identified transportation needs, as well as solutions to address them. Solutions may include expanding fixed-route transit or other transportation services, such as shuttles, bicycle options, or auto-oriented alternatives. In some cases, new capital improvements, such as bus stops, benches, shelters, or other enhanced amenities may be identified. Funding opportunities are explored to support the solutions, and an outline for an action plan to implement them is developed.

Following the completion of a plan, results will be forwarded to applicable transit agencies, CMAs, MTC, or other relevant boards for consideration in future planning, funding, and implementation discussions or proposals, such as countywide expenditure plans, RTP updates, etc.

The Transportation Authority of Marin (TAM), as the CMA for Marin County, will lead this effort in the county. TAM will execute a funding agreement and associated work scope for the planning process with MTC, and will oversee and participate in the process. TAM has created a draft work scope to accomplish the following goals from a collaborative planning process:

- 1) Analysis and confirmation of recommended revisions to the Lifeline Transit Routes and service gaps identified for the Canal Neighborhood of San Rafael in the Lifeline Transportation Network Report
- 2) Identification and prioritization of the most critical operational and physical transportation gaps to be addressed in the Canal Neighborhood of San Rafael, as recommended by a community-based stakeholder committee

- 3) Identification of potential gaps that are best met through the provision of additional fixed route and demand-response services
- 4) Identification of other strategies and solutions to address the gaps

TAM will document the results of the planning process in working papers, memorandums, and a draft action plan that will be furnished to all participating agencies and individuals. The final plan will be an action plan that explores ways to implement proposed solutions.

Task 1: Project Budget and Schedule

TAM shall prepare a budget and schedule to complete the tasks associated with this planning project. TAM will submit project budget and schedule to MTC for its approval.

Deliverable #1A: Draft Project Budget and Schedule

Deliverable #1B: Final Project Budget and Schedule

Task 2 - Technical Advisory Committee Formation

TAM will form a Technical Advisory Committee (TAC), consisting of staff representatives from TAM, City of San Rafael, Marin County Transit District, Golden Gate Transit, Marin County Health and Human Services, and MTC to:

- 1) Work with Canal Neighborhood community representatives to develop a community outreach plan.
- 2) Review and prepare work products prior to distribution and presentation to a Stakeholder Committee (see Task 4), San Rafael City Council, and TAM.
- 3) Monitor the schedule and completion of tasks and work products.

Deliverable #2: Memorandum #1 summarizing participants on the TAC

Task 3 – Develop Draft Existing Conditions Summary Report

As the first step in this collaborative planning process, TAM will compile and analyze the following resources to establish a picture of existing transit service, use, and conditions that impact Canal Neighborhood residents:

- Marin Bus Transit Futures: Improving Local Transit Choices (February 2001)
- MCTD Strategic Plan: Existing System Analysis Report (October 2004)
- MCTD Ride & Roll Evaluation Report (Spring 2004)
- MCTD Executive Summary Report (Spring 2004)
- Moving Forward: A 25-Year Transportation Vision for Marin County (February 2003)
- Marin/Sonoma Express Bus Study (June 2002)
- Marin Countywide Plan (1994)
- Marin Countywide Plan Update – Draft Final (February 2005)
- Welfare to Work Report (2000)
- Canal Voice (1996)
- San Rafael General Plan 2020 (2004)

- San Rafael General Plan 2020 Background Report
- Trends in San Rafael (2000)
- Community Design Charette Report (2002)
- City of San Rafael Pedestrian Counts for the Canal Neighborhood
- GGT Paratransit Riders Guide (October 2004)
- GGT Short-Range Transit Plan (2004)
- GGT FY 2004 Annual Report (2003/2004)
- Ridership Data (GGT fixed-route, shuttles, other transit)
- Current GGT Fixed-Route Bus Schedules and Routes
- Current GGT Bus Stops and Shelters
- Current GGT Ridership Data (Origin & Destination data)
- Current shuttle service schedules and routes
- Whistlestop Wheels Ridership Data
- Minutes and notes from community transportation workshops held 4/17/04 and 11/01/03
- Secured funding and grant opportunities for transportation improvements
- Other reports, including travel data from nearby schools, identified during this task

The draft Existing Conditions Summary Report will summarize the relevant information contained in the documents listed above and will also include, but not be limited to, the following specific analyses:

- 1) A demographic and geographic description of the Canal Neighborhood of San Rafael (*Census 2000 data*)
- 2) A general map of the Canal Neighborhood of San Rafael (*MTC GIS resources*)
- 3) A transportation-specific map that depicts the street layout, fixed transit and shuttle routes, school bus routes, and bus stops and shelters that serve the Canal Neighborhood of San Rafael (*GGT GIS resources, MTC GIS resources*)
- 4) A demographic map that depicts locations within the Canal Neighborhood of San Rafael that have high concentrations of very low- and low-income households (*MTC GIS resources, Census 2000 data*)
- 5) A map that depicts areas with essential destinations within a five-mile radius of the Canal Neighborhood of San Rafael (*TAM/City of San Rafael GIS resources*)
- 6) A summary of MTC's Lifeline Transportation Network Report findings that correspond to the Canal Neighborhood of San Rafael (i.e., designation of Lifeline Transit Routes and identification of temporal and spatial service gaps information obtained from prior community meetings) (*MTC GIS resources*)
- 7) A study area-wide map that overlays transportation and demographic information on one map (*TAM or GGT GIS resources, MTC GIS resources, Census 2000 data*)
- 8) A summary of Marin County Transit District's and Golden Gate Transit's current policies relative to transit service.
- 9) A summary of relevant transportation policies from TAM and City of San Rafael transportation policy documents.

The draft Existing Conditions Summary Report will be provided to the TAC members for review and comment prior to transmittal of an executive summary of the draft report to the Stakeholder Committee for their initial meeting.

Deliverable #3: Draft Existing Conditions Summary Report and Executive Summary for the San Rafael Canal Neighborhood

Task 4 – Initiate Collaborative Planning and Outreach Process

Stakeholder Committee

In order to solicit input from affected citizens and other stakeholders, TAM and the City of San Rafael will facilitate a community-based, collaborative planning and outreach process. As one of the first steps in the outreach process, the City of San Rafael will lead outreach efforts and form a Stakeholder Committee that will likely include Canal Neighborhood residents, neighborhood community and business leaders, school representatives and officials, City of San Rafael public officials and staff, representatives from Community-Based Organizations (CBOs) serving the Canal Neighborhood, County social service agencies, and elected officials and staff from MTC, TAM, Marin County Transit District, and Golden Gate Transit. The San Rafael City Council or a subcommittee of the Council will appoint the Stakeholder Committee members.

Community Outreach Plan

The City of San Rafael will lead the community outreach portion of the planning process, with TAM to support the outreach process as appropriate. In coordination with a core group of community representatives, the TAC will be responsible for drafting a community outreach plan. Outreach problems and issues will be identified, and a potential range of solutions will be prioritized. The plan will identify the best strategies to maximize the participation of community activists, Community-Based Organizations (CBOs), and other community members in the planning process.

TAM will assist with implementing the community outreach plan by facilitating informational mailings to Canal Neighborhood households and businesses. As funds allow, community outreach mailings will be printed in English, Spanish, and Vietnamese, and will be sent to all residents and businesses in the Canal Neighborhood (a number will also be provided for interested parties to call if they need the information in other languages). TAM also will facilitate the planning of stakeholder meetings and will assist City of San Rafael staff with keeping all stakeholders and interested parties informed about project developments through mailings, web sites, and e-mail. City of San Rafael staff will also promote participation at civic events, as well as on the City's web site. City of San Rafael and TAM staff will jointly facilitate the Stakeholder Committee and Community Outreach meetings.

Stakeholder Committee Meeting #1

TAM and the City of San Rafael will convene the Stakeholder Committee Meeting #1. The meeting will be held at a meeting site readily served by transit and with adequate meeting space. As funds allow, Stakeholder Committee meeting will have Spanish- and Vietnamese-speaking translators present to successfully disseminate information to, and maximize participation of, Spanish and Vietnamese speakers.

An agenda, the work scope, schedule, Existing Conditions Report, and draft Community Outreach Plan, will be transmitted to the Stakeholder Committee at least one week prior to the meeting.

The purpose of the initial stakeholder meeting is to address the following:

- 1) Present the planning process, work scope, and schedule
- 2) Review, discuss, and finalize the Draft Executive Summary of the Existing Conditions Summary Report for the Canal Neighborhood of San Rafael
- 3) Review, discuss, and finalize the Draft Community Outreach Plan
- 4) Agree upon next steps and meeting schedule

TAM will present a summary of the planning process, work scope, schedule, and the findings of the Existing Conditions Report using a PowerPoint presentation.

City of San Rafael staff will present the draft Community Outreach Plan developed in coordination with a core group of community representatives and the TAC. This plan will suggest various ways to attract extensive community input throughout the planning process. The Stakeholder Committee and any public attendees at the meeting can provide input on how to proceed with the community outreach portion so as to maximize public participation, which may be incorporated in the final outreach plan.

Meeting #1 will conclude with a discussion as to what steps need to be taken prior to Stakeholder Committee Meeting #2.

Deliverable #4A: Memorandum #2 summarizing participants on the Stakeholder Committee

Deliverable #4B: PowerPoint presentation on the planning process, work scope, schedule, and Executive Summary of the Draft Existing Conditions Summary Report

Deliverable #4C: Final Executive Summary and Existing Conditions Summary Report

Deliverable #4D: Draft Community Outreach Plan detailing specific strategies to maximize participation in the planning process

Deliverable #4E: Final Community Outreach Plan detailing specific strategies to maximize participation in the planning process

Deliverable #4F: Minutes from Meeting #1

Task 5 – Implement Community Outreach Plan

Following acceptance of a Community Outreach Plan by the Stakeholder Committee, TAM and the City of San Rafael will initiate implementation of outreach efforts. Examples of outreach elements that could be included in the plan include, but are not necessarily limited to:

- Informational mailings in English, Spanish, and Vietnamese to households and businesses
- Outreach to Community-Based Organizations and public agencies serving the Canal Neighborhood of San Rafael to encourage support and communication about the transportation planning process with their clients or members
- Informational postings on the TAM and City of San Rafael websites

- Neighborhood meetings facilitated by the City of San Rafael and TAM
- Presentations to local CBO's, churches, business organizations, etc.
- A telephone informational hot line

The cost of the implementing the Community Outreach Plan shall not exceed the funds allocated in the project's final budget.

Deliverable #5: Memorandum #3 summarizing community outreach efforts

Task 6 – Identify Transportation Gaps and Potential Solutions

Stakeholder Committee Meeting #2/Community Workshop will focus on identifying transportation gaps in the Canal Neighborhood. This meeting will be widely advertised and held in an easily accessible location to ensure broad community participation. The Stakeholder Committee and other community members will identify transportation gaps and potential solutions as a group and will then breakout into smaller workgroups based on the interest of the stakeholder and participation in the various topics. The purpose of the workshop session is to focus discussion on specific transportation gaps that the community feels exist in the Canal Neighborhood of San Rafael, and potential solutions to those gaps. This will involve open discussions among the participants about any difficulty in getting around town and to other destinations. Each work group will designate a recorder and a speaker to facilitate reporting back to the Committee.

As each work group reports their findings to the larger Stakeholder Committee, the larger Committee will have the opportunity to provide feedback and engage in discussion. TAM staff will record the discussions on easels for the Stakeholder Committee to view.

An agenda and minutes from Meeting #1 will be transmitted at least one week prior to Meeting #2.

Meeting #2 will conclude with a summary of issues and comments discussed, priorities, and next steps.

The TAC will categorize the potential solutions to the transportation gaps as short-, medium-, or long-term solutions and will determine the appropriate amount of initial technical analysis that TAM should conduct for each gap based on budgeted TAM staff time. The additional technical information may include, but would not be limited to: preliminary identification of costs; potential funding sources; identification of potential markets; and examples of best practices for similar situations.

Stakeholder Committee Meeting #3 will focus on presenting the findings from Meeting #2, as outlined in Memorandum #4, reaffirming the identification of the transportation gaps and potential solutions identified by the committee, and prioritizing the transportation gaps and potential solutions. TAM and City of San Rafael staff will facilitate an open and dynamic discussion that will lead to a ranking of the gaps identified by the Stakeholder Committee and potential solutions.

An agenda, minutes from Meeting #2, and Memorandum #4 will be transmitted at least one week prior to Meeting #3.

The outcome from this task will be Memorandum #5, which will be a prioritized list of the gaps and associated improvements. The top identified gaps, as identified by the Stakeholder Committee, will have potential solution(s) that will include a clear description of:

- 1) The spatial or temporal gaps
- 2) A discussion of the impacts of the gaps on Canal Neighborhood residents
- 3) The type of solution(s) that are proposed
- 4) Identification of the parties that could implement the solution(s)
- 5) The cost of implementing the proposed solution(s)
- 6) The possible source(s) of funding for the proposed solution(s)
- 7) The evaluation methods for the proposed service (i.e., cost effectiveness)
- 8) How the solution is related to and would coordinate with other transportation services
- 9) How consistent the potential solution(s) is with Golden Gate and Marin County Transit Districts' Short-Range Transit Plans and relevant transportation policy documents

Meeting #3 will conclude with a summary of issues, priorities, rankings, and consensus comments, which will be incorporated into Memorandum #5.

Deliverable #6A: Memorandum #4 summarizing transportation gaps and potential solutions identified at the Stakeholder Committee Meeting #2/Community Workshop, and initial technical analysis on range of solutions

Deliverable #6B: Minutes from Meeting #2

Deliverable #6C: Memorandum #5 detailing prioritized list of transportation gaps and potential solutions, as identified by the Stakeholder Committee

Deliverable #6D: Minutes from Meeting #3

Task 7 – Prepare and Present Draft Community-Based Transportation Plan

TAM will prepare a draft Community-Based Transportation Plan that incorporates all technical memoranda, working papers, reports, and minutes from the previous tasks into a clear and concise action plan. The draft plan will present the prioritized program of potential transportation improvements that will serve to bridge the spatial or temporal gaps in transit service in the Canal Neighborhood of San Rafael and other transportation gaps that would be more cost effectively addressed by means other than transit service, including potential funding sources for solution implementation. The draft plan will also document the results of the outreach efforts, including meeting attendance and size of mailing lists used for meeting announcements.

At the **Stakeholder Committee Meeting #4**, TAM will give a PowerPoint presentation on the draft plan findings and will solicit feedback on the draft plan. This step is designed to ensure that there is broad support for the recommendations from the Stakeholders prior to presenting the draft plan for broader public comment.

An agenda, the draft plan, and minutes from the PWAB, San Rafael City Council, and TAM Board meetings, as well as Meeting #3, will be circulated to the Stakeholder Committee and other interested parties at least one week prior to Meeting #4.

Meeting #4 will conclude with a summary of draft plan comments and next steps.

Deliverable #7A: Draft Community-Based Transportation Plan and accompanying PowerPoint presentation

Deliverable #7B: Minutes from Meeting #4

Task 8 – Prepare and Present Draft Final Community-Based Transportation Plan

Following any revisions based on feedback from Stakeholder Committee Meeting #4, the draft final Community-Based Transportation Plan will be made available in multiple venues for public comment:

- A copy of the draft plan will be posted on the City of San Rafael's website.
- A copy of the draft plan will be posted on the TAM's website.
- Copies of the draft plan will be available at public libraries.
- A public meeting will be held in the Canal Neighborhood of San Rafael to present the draft plan and encourage maximum community participation, comment, and broad public participation.

Public comments on the draft plan will be summarized in Memorandum #6, which will also include any recommended revisions by the TAC to the draft plan before being presented back to the Stakeholder Committee.

Deliverable #8A: Draft Final Community-Based Transportation Plan and accompanying PowerPoint presentation

Deliverable #8B: Memorandum #6 summarizing public comments on the draft plan and revisions recommended by the TAC

Task 9 – Stakeholder Committee Consensus Acceptance of the Final Draft Community-Based Transportation Plan

The final **Stakeholder Committee Meeting #5** will review public comments on the draft plan and recommended revisions by the TAC. The Committee will be asked to provide final comments, which will be incorporated into the Final Draft Community-Based Transportation Plan, and a consensus acceptance of the plan that will be presented to the San Rafael City Council and TAM Board for acceptance.

An agenda, minute from Meeting #4, and Memorandum #6 will be circulated to the Stakeholder Committee and other interested parties at least one week prior to Meeting #4.

Meeting #5 will conclude with a summary of comments and revisions to the final draft plan for consensus acceptance that will be presented to the San Rafael City Council and TAM Board for acceptance.

Deliverable #9: Minutes from Final Meeting #5

Task 10 – Prepare and Present Final Community-Based Transportation Plan

The final plan will be prepared based upon public comments received and Stakeholder Committee consensus comments, and will be presented to both the San Rafael City Council and TAM Board for acceptance. Members of the Stakeholder Committee will be encouraged to participate in the presentation. TAM will incorporate any final comments from the Council and the TAM Board into the final Community-Based Transportation Plan.

Once the plan is finalized, TAM will participate in regional forums to report on the project findings, or to otherwise share the information resulting from the planning process. TAM will also report to MTC on resulting key findings and recommendations.

Deliverable #10: Final Community-Based Transportation Plan

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this May 26, 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and Wilbur Smith Associates, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services: Preparation of a Community-Based Transportation Plan for the Canal Neighborhood of San Rafael; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES:

The fees for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$54,000.00 including direct non-salary expenses.

5. PAYMENT:

The fees for services under this Contract shall be due as set forth in Exhibit "B" within thirty (30) calendar days after receipt by TAM of an invoice covering the service(s) rendered.

The source of funding by the TAM for this work shall be: 95i-TAM-2533.

6. CONTRACT PERFORMANCE TIME:

All the work required by this Contract shall be completed and ready for acceptance no later than May 26, 2006.

7. INSURANCE:

The Contractor shall maintain a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless TAM specifically consents to a "claims made" basis. The TAM shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to TAM prior to commencement of work, and said certificate with endorsement shall provide for ten (10) day advance notice to TAM of any termination or reduction in coverage.

___By initialing in the space provided, Contractor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Contractor.

In addition, Contractor may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be set forth on **Exhibit "C"** attached hereto.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM harmless and defend the TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

8. WORKERS' COMPENSATION:

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Contractor has employees, a copy of the certificates evidencing such insurance shall be provided to TAM prior to commencement of work.

___By initialing in the space provided, Contractor warrants that no employees will be used in providing the services under this Contract.

9. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

10. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein.

11. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

12. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

13. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option. Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged. If TAM ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

14. TIME OF AGREEMENT:

This Agreement shall commence May 26, 2005, and shall terminate on May 26, 2006. Time is of the essence with respect to this Contract.

15. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

16. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

17. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

18. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

19. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

20. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

21. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract.

22. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all federal, state and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

23. NOTICES:

This contract shall be managed and administered on TAM's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Craig Tackabery, Executive Director
TRANSPORTATION AUTHORITY OF MARIN
P.O. Box 4186
San Rafael, CA 94913-4186

Notices shall be given to Contractor at the following address:

Peter Martin
Wilbur Smith Associates
201 Mission Street Suite 1450
San Francisco, CA 94105

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

TRANSPORTATION AUTHORITY OF MARIN:

By: _____
Chair

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____

CONTRACTOR:

By: _____
Name: _____
Federal Tax I.D. #: _____
Telephone No.: _____

EXHIBIT A

SCOPE OF SERVICES

Wilbur Smith Associates (WSA), along with sub-consultant Marin County Grassroots leadership Network (sub-consultant), will provide services for the preparation of a Community-Based Transportation Plan for the Canal Neighborhood of San Rafael (reference MTC/TAM Funding Agreement, Attachment A , entered April 29, 2005), as follows:

Tasks 1 and 2 (Not part of Contract Scope of Services)

Task 3 – Develop Draft Existing Conditions Summary Report

As the first step in this collaborative planning process, WSA will compile and analyze the following resources to establish a picture of existing transit service, use, and conditions that impact Canal Neighborhood residents:

- Marin Bus Transit Futures: Improving Local Transit Choices (February 2001)
- MCTD Strategic Plan: Existing System Analysis Report (October 2004)
- MCTD Ride & Roll Evaluation Report (Spring 2004)
- MCTD Executive Summary Report (Spring 2004)
- Moving Forward: A 25-Year Transportation Vision for Marin County (February 2003)
- Marin/Sonoma Express Bus Study (June 2002)
- Marin Countywide Plan (1994)
- Marin Countywide Plan Update – Draft Final (February 2005)
- Welfare to Work Report (2000)
- Canal Voice (1996)
- San Rafael General Plan 2020 (2004)
- San Rafael General Plan 2020 Background Report
- Trends in San Rafael (2000)
- Community Design Charette Report (2002)
- City of San Rafael Pedestrian Counts for the Canal Neighborhood
- GGT Paratransit Riders Guide (October 2004)
- GGT Short-Range Transit Plan (2004)
- GGT FY 2004 Annual Report (2003/2004)
- Ridership Data (GGT fixed-route, shuttles, other transit)
- Current GGT Fixed-Route Bus Schedules and Routes
- Current GGT Bus Stops and Shelters
- Current GGT Ridership Data (Origin & Destination data)
- Current shuttle service schedules and routes
- Whistlestop Wheels Ridership Data
- Minutes and notes from community transportation workshops held 4/17/04 and 11/01/03
- Secured funding and grant opportunities for transportation improvements
- Other reports, including travel data from nearby schools, identified during this task

The draft Existing Conditions Summary Report will summarize relevant information only contained in the documents listed above and will also include as relevant, but not be limited to, the following specific analyses:

- 1) A demographic and geographic description of the Canal Neighborhood of San Rafael (*Census 2000 data*)
- 2) A general map of the Canal Neighborhood of San Rafael (*MTC GIS resources*)
- 3) A transportation-specific map that depicts the street layout, fixed transit and shuttle routes, school bus routes, and bus stops and shelters that serve the Canal Neighborhood of San Rafael (*GGT GIS resources, MTC GIS resources*)
- 4) A demographic map that depicts locations within the Canal Neighborhood of San Rafael that have high concentrations of very low- and low-income households (*MTC GIS resources, Census 2000 data*)
- 5) A map that depicts areas with essential destinations within a five-mile radius of the Canal Neighborhood of San Rafael (*TAM/City of San Rafael GIS resources*)
- 6) A summary of MTC's Lifeline Transportation Network Report findings that correspond to the Canal Neighborhood of San Rafael (i.e., designation of Lifeline Transit Routes and identification of temporal and spatial service gaps information obtained from prior community meetings) (*MTC GIS resources*)
- 7) A study area-wide map that overlays transportation and demographic information on one map (*TAM or GGT GIS resources, MTC GIS resources, Census 2000 data*)
- 8) A summary of Marin County Transit District's and Golden Gate Transit's current policies relative to transit service.
- 9) A summary of relevant transportation policies from TAM and City of San Rafael transportation policy documents.

The draft Existing Conditions Summary Report will be provided to the TAC members for review and comment prior to transmittal of an executive summary of the draft report to the Stakeholder Committee for their initial meeting.

Deliverable #3: Draft Existing Conditions Summary Report and Executive Summary for the San Rafael Canal Neighborhood

Task 4 – Initiate Collaborative Planning and Outreach Process

Stakeholder Committee

In order to solicit input from affected citizens and other stakeholders, TAM and the City of San Rafael will facilitate a community-based, collaborative planning and outreach process. As one of the first steps in the outreach process, the City of San Rafael will lead outreach efforts and form a Stakeholder Committee that will likely include Canal Neighborhood residents, neighborhood community and business leaders, school representatives and officials, City of San Rafael public officials and staff, representatives from Community-Based Organizations (CBOs) serving the Canal Neighborhood, County social service agencies, and elected officials and staff from MTC, TAM, Marin County Transit District, and Golden Gate Transit. The San Rafael City Council or a subcommittee of the Council will appoint the Stakeholder Committee members.

WSA will help facilitate 5 meetings of the Stakeholder Committee. WSA will plan these meetings in consultation with TAM, and the City of San Rafael. WSA will provide information to the subconsultant to place on their website about the CBTP. The subconsultant will create posters and flyers to be posted at community centers, such as

free health clinics, libraries, schools, child-care centers, religious centers, and other sites deemed appropriate.

In consultation with TAM and the City of San Rafael, WSA will identify a location for the Stakeholder Committee meetings. The meetings will be held at meeting sites readily served by transit and with adequate meeting space.

WSA will transmit all relevant documents to the Stakeholder Committee at least one week prior to the meetings and complete all memos defined under this Task. These documents will be available in English only.

Community Outreach Plan

The City of San Rafael will lead the community outreach portion of the planning process, with TAM and WSA to support the outreach process as appropriate. In coordination with a core group of community representatives, the TAC will be responsible for drafting a community outreach plan. Outreach problems and issues will be identified, and a potential range of solutions will be prioritized. The plan will identify the best strategies to maximize the participation of community activists, Community-Based Organizations (CBOs), and other community members in the planning process.

WSA and its subconsultant will assist with implementing the community outreach plan by producing flyers and posters to be posted for Canal Neighborhood households and businesses. As funds allow, community outreach materials will be printed in English, Spanish, and Vietnamese. TAM also will facilitate the planning of stakeholder meetings and will assist City of San Rafael staff with keeping all stakeholders and interested parties informed about project developments through mailings, web sites, and e-mail. City of San Rafael staff will also promote participation at civic events, as well as on the City's web site. City of San Rafael and TAM staff will jointly facilitate the Stakeholder Committee and Community Outreach meeting.

Stakeholder Committee Meeting #1

With assistance from WSA, TAM and the City of San Rafael will convene the Stakeholder Committee Meeting #1. The meeting will be held at a meeting site readily served by transit and with adequate meeting space.

An agenda, the work scope, schedule, Existing Conditions Report, and draft Community Outreach Plan, will be transmitted to the Stakeholder Committee at least one week prior to the meeting by WSA.

The purpose of the initial stakeholder meeting is to address the following:

- 1) Present the planning process, work scope, and schedule
- 2) Review, discuss, and finalize the Draft Executive Summary of the Existing Conditions Summary Report for the Canal Neighborhood of San Rafael
- 3) Review, discuss, and finalize the Draft Community Outreach Plan
- 4) Agree upon next steps and meeting schedule

WSA will present a summary of the planning process, work scope, schedule, and the findings of the Existing Conditions Report using a PowerPoint presentation.

City of San Rafael staff will present the draft Community Outreach Plan developed in coordination with a core group of community representatives and the TAC. This plan will suggest various ways to attract extensive community input throughout the planning process. The Stakeholder Committee and any public attendees at the meeting can provide input on how to proceed with the community outreach portion so as to maximize public participation, which may be incorporated in the final outreach plan.

Meeting #1 will conclude with a discussion as to what steps need to be taken prior to Stakeholder Committee Meeting #2.

Deliverable #4A: Memorandum #2 summarizing participants on the Stakeholder Committee

Deliverable #4B: PowerPoint presentation on the planning process, work scope, schedule, and Executive Summary of the Draft Existing Conditions Summary Report

Deliverable #4C: Final Executive Summary and Existing Conditions Summary Report

Deliverable #4D: Draft Community Outreach Plan detailing specific strategies to maximize participation in the planning process

Deliverable #4E: Final Community Outreach Plan detailing specific strategies to maximize participation in the planning process

Deliverable #4F: Minutes from Meeting #1

Task 5 – Implement Community Outreach Plan

Following acceptance of a Community Outreach Plan by the Stakeholder Committee, WSA and the sub-consultant will initiate implementation of outreach efforts where appropriate. Examples of outreach elements that could be included in the plan include, but are not necessarily limited to:

- Informational mailings in English, Spanish, and Vietnamese to households and businesses
- Outreach to Community-Based Organizations and public agencies serving the Canal Neighborhood of San Rafael to encourage support and communication about the transportation planning process with their clients or members
- Informational postings on the TAM and City of San Rafael websites
- Neighborhood meetings facilitated by the City of San Rafael and TAM
- Presentations to local CBO's, churches, business organizations, etc.
- A telephone informational hot line

The cost of the implementing the Community Outreach Plan shall not exceed the funds allocated in the project's final budget.

Deliverable #5: Memorandum #3 summarizing community outreach efforts

Task 6 – Identify Transportation Gaps and Potential Solutions

Stakeholder Committee Meeting #2/Community Workshop will focus on identifying transportation gaps in the Canal Neighborhood. This meeting will be widely advertised and held in an easily accessible location to ensure broad community participation. The

Stakeholder Committee and other community members will identify transportation gaps and potential solutions as a group and will then breakout into smaller workgroups based on the interest of the stakeholder and participation in the various topics. The purpose of the workshop session is to focus discussion on specific transportation gaps that the community feels exist in the Canal Neighborhood of San Rafael, and potential solutions to those gaps. This will involve open discussions among the participants about any difficulty in getting around town and to other destinations. Each work group will designate a recorder and a speaker to facilitate reporting back to the Committee.

As each work group reports their findings to the larger Stakeholder Committee, the larger Committee will have the opportunity to provide feedback and engage in discussion. WSA and WSA's subconsultant will have enough staff members present to record the workshop discussions on easels for the Stakeholder Committee to view.

An agenda and minutes from Meeting #1 will be transmitted at least one week prior to Meeting #2.

Meeting #2 will conclude with a summary of issues and comments discussed, priorities, and next steps.

The TAC will categorize the potential solutions to the transportation gaps as short-, medium-, or long-term solutions and will determine the appropriate amount of initial technical analysis that TAM should be conducted for each gap. The additional technical information may include, but would not be limited to: preliminary identification of costs; potential funding sources; identification of potential markets; and examples of best practices for similar situations.

Stakeholder Committee Meeting #3 will focus on presenting the findings from Meeting #2, as outlined in Memorandum #4, reaffirming the identification of the transportation gaps and potential solutions identified by the committee, and prioritizing the transportation gaps and potential solutions. WSA will facilitate an open and dynamic discussion that will lead to a ranking of the gaps identified by the Stakeholder Committee and potential solutions.

An agenda, minutes from Meeting #2, and Memorandum #4 will be transmitted at least one week prior to Meeting #3.

The outcome from this task will be Memorandum #5, which will be a prioritized list of the gaps and associated improvements. The top identified gaps, as identified by the Stakeholder Committee, will have potential solution(s) that will include a clear description of:

- 1) The spatial or temporal gaps
- 2) A discussion of the impacts of the gaps on Canal Neighborhood residents
- 3) The type of solution(s) that are proposed
- 4) Identification of the parties that could implement the solution(s)
- 5) The cost of implementing the proposed solution(s)
- 6) The possible source(s) of funding for the proposed solution(s)
- 7) The evaluation methods for the proposed service (i.e., cost effectiveness)
- 8) How the solution is related to and would coordinate with other transportation services

- 9) How consistent the potential solution(s) is with Golden Gate and Marin County Transit Districts' Short-Range Transit Plans and relevant transportation policy documents

Meeting #3 will conclude with a summary of issues, priorities, rankings, and consensus comments, which will be incorporated into Memorandum #5.

Deliverable #6A: Memorandum #4 summarizing transportation gaps and potential solutions identified at the Stakeholder Committee Meeting #2/Community Workshop, and initial technical analysis on range of solutions

Deliverable #6B: Minutes from Meeting #2

Deliverable #6C: Memorandum #5 detailing prioritized list of transportation gaps and potential solutions, as identified by the Stakeholder Committee

Deliverable #6D: Minutes from Meeting #3

Task 7 – Prepare and Present Draft Community-Based Transportation Plan

WSA will prepare a draft Community-Based Transportation Plan that incorporates all technical memoranda, working papers, reports, and minutes from the previous tasks into a clear and concise action plan. The draft plan will present the prioritized program of potential transportation improvements that will serve to bridge the spatial or temporal gaps in transit service in the Canal Neighborhood of San Rafael and other transportation gaps that would be more cost effectively addressed by means other than transit service, including potential funding sources for solution implementation. The draft plan will also document the results of the outreach efforts, including meeting attendance and size of mailing lists used for meeting announcements.

At the **Stakeholder Committee Meeting #4**, WSA will give a PowerPoint presentation on the draft plan findings and will solicit feedback on the draft plan. This step is designed to ensure that there is broad support for the recommendations from the Stakeholders prior to presenting the draft plan for broader public comment.

An agenda, the draft plan, and minutes from the San Rafael City Council, and TAM Board meetings, as well as Meeting #3, will be circulated to the Stakeholder Committee and other interested parties at least one week prior to Meeting #4.

Meeting #4 will conclude with a summary of draft plan comments and next steps.

Deliverable #7A: Draft Community-Based Transportation Plan and accompanying PowerPoint presentation

Deliverable #7B: Minutes from Meeting #4

Task 8 – Prepare and Present Draft Final Community-Based Transportation Plan

Following any revisions based on feedback from Stakeholder Committee Meeting #4, the draft final Community-Based Transportation Plan will be made available in multiple venues for public comment:

- A copy of the draft plan will be posted on the City of San Rafael's website.
- A copy of the draft plan will be posted on the TAM's website.

- Copies of the draft plan will be available at public libraries.
- Organized, publicized, and facilitated by the subconsultant, a public meeting will be held in the Canal Neighborhood of San Rafael to present the draft plan and encourage maximum community participation, comment, and broad public participation.

Public comments on the draft plan will be summarized in Memorandum #6 by WSA, which will also include any recommended revisions by the TAC to the draft plan before being presented back to the Stakeholder Committee.

Deliverable #8A: Draft Final Community-Based Transportation Plan and accompanying PowerPoint presentation

Deliverable #8B: Memorandum #6 summarizing public comments on the draft plan and revisions recommended by the TAC

Task 9 – Stakeholder Committee Consensus Acceptance of the Draft Final Community-Based Transportation Plan

The final **Stakeholder Committee Meeting #5** will review public comments on the draft plan and recommended revisions by the TAC. The Committee will be asked to provide final comments, which will be incorporated into the Draft Final Community-Based Transportation Plan by WSA, and a consensus acceptance of the plan that will be presented to the San Rafael City Council and TAM Board for acceptance.

An agenda, minute from Meeting #4, and Memorandum #6 will be circulated to the Stakeholder Committee and other interested parties at least one week prior to Meeting #4.

Meeting #5 will conclude with a summary of comments and revisions to the draft final plan for consensus acceptance that will be presented to the San Rafael City Council and TAM Board for acceptance.

Deliverable #9: Minutes from Final Meeting #5

Task 10 – Prepare and Present Final Community-Based Transportation Plan

The final plan will be prepared based upon public comments received and Stakeholder Committee consensus comments, and will be presented by WSA to both the San Rafael City Council and TAM Board for acceptance. Members of the Stakeholder Committee will be encouraged to participate in the presentation. WSA will incorporate any final comments from the Council and the TAM Board into the final Community-Based Transportation Plan.

Deliverable #10: Final Community-Based Transportation Plan

EXHIBIT B
FEES AND PAYMENT SCHEDULE

COMPENSATION OR FEES TO BE PAID
TO CONTRACTOR

Contractor will be compensated per the attached WSA Western Region Rate billing rate schedule dated February 2005, with the total not to exceed \$54,000.00.

Task	WSA	MGCLN	Cost
1. Project Budget & Schedule	\$0	\$0	\$0
2. Tech. Advisory Committee Formation	\$0	\$0	\$0
3. Develop Draft Existing Conditions Report	\$10,000	\$0	\$10,000
4. Initiate Collaborative Planning & Outreach Process	\$8,000	\$0	\$8,000
5. Implement Community Outreach Plan	\$1,000	\$10,000	\$11,000
6. Identify Transportation Gaps & Potential Solutions	\$9,900	\$0	\$9,900
7. Prepare & Present Draft CBTP	\$4,000	\$0	\$4,000
8. Prepare & Present Draft Final CBTP	\$4,100	\$0	\$4,100
9. Stakeholder Draft Final CBTP	\$3,000	\$0	\$3,000
10. Prepare & Present Final CBTP	\$4,000	\$0	\$4,000
Total	\$44,000	\$10,000	\$54,000

WSA = Wilbur Smith Associates

MGCLN = Marin County Grassroots Leadership Network

2005 WESTERN REGION RATE SCHEDULE

<u>Classification</u>	<u>Rate Per Hour</u>
1. Officers/Principals II	230.00
2. Officers/Principals I	210.00
3. Associate Engineers, Planners II	175.00
4. Associate Engineers, Planners I	150.00
5. Principal Engineers, Planners II	130.00
6. Principal Engineers, Planners I	115.00
7. Senior Engineers, Planners II	100.00
8. Senior Engineers, Planners I	90.00
9. Engineers, Planners II	85.00
10. Engineers, Planners I	75.00
11. Assistant Engineers, Planners	70.00
12. Administrative Assistant	75.00
13. Technician III	70.00
14. Technician II	65.00
15. Technician I	60.00
16. Administrative Support	50.00
17. Field	18.00

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- Notes: (1) Travel, reproductions, telephone, supplies and other expenses at cost plus 10 percent.
 (2) Fees are payable in U.S. Dollars without discount.
 (3) Rates include compensation, benefits, overhead and fee.
 (4) Rates effective through December 31, 2005.